

BC 22-063

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the **County of Santa Barbara**, a political subdivision of the State of California (hereafter COUNTY) and **Geosyntec Consultants** with an address at 924 Anacapa Street, STE 4A, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Charlie Elbert at phone number (805) 568-3123 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jerko Kocijan at phone number (805) 979-9148 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Walter Rubalcava, County of Santa Barbara, 130 E. Victoria Street, Santa Barbara, CA 93101
To CONTRACTOR:	Maygan Cline, Geosyntec Consultants, 924 Anacapa Street, STE 4A, Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on July 12, 2022 and end performance upon completion, but no later than September 30, 2023 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing

shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this

Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following

the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not

have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. **IMMATERIAL CHANGES**

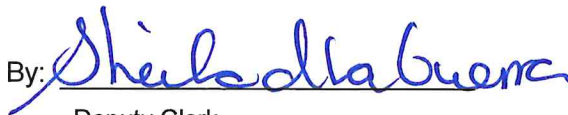
CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designee in writing, and will not constitute an amendment to the Agreement.

Agreement for Services of Independent Contractor between the **County of Santa Barbara and Geosyntec Consultants.**


IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Joan Hartmann, Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Public Works Director

By: 
Public Works

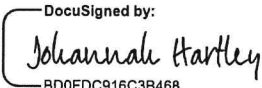
CONTRACTOR:

Geosyntec Consultants

By: 
Authorized Representative
Name: Maygan Cline
Title: Principal, Branch Manager

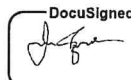
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
BD0FDC916C3B468
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
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Deputy

APPROVED AS TO FORM:

Greg Mulligan, ARM
Risk Manager

By: 
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Risk Management

**EXHIBIT A
STATEMENT OF WORK**



Professional Design and Environmental Services
For Toro Canyon ARPA Project
County of Santa Barbara Project No. 720861 | 22 June 2022

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Appendices

APPENDIX A: Updated Cost Proposal – Update 21 June 2022

APPENDIX B: Original Technical Proposal – Submitted 7 June 2022

1. TRANSMITTAL LETTER

22 June 2022

Charlie Elbert, Project Manager
County of Santa Barbara
123 East Anapamu Street
Santa Barbara, California 93101

**Subject: RFP For Professional Design and Environmental Services for Toro Canyon ARPA
Project No. 720861
Updated Proposal Per Request of County of Santa Barbara**

We recognize the significant and sensitive opportunity the County of Santa Barbara (County) has to address the current high-profile issues of the Toro Canyon Seep Containment System (Containment System) through the financial support of a \$1.5M ARPA funding. As innovative leaders in petroleum and oil field feasibility assessments, design, permitting and construction, Geosyntec Consultants, Inc. (Geosyntec) is pleased to submit this updated proposal, to provide design and engineering services for the Toro Canyon ARPA Project (Project), prepare associated permitting documents for the Project, and support the County through the bidding and construction stages.

Follow up to our discussions during our 16 June 2022 meeting, we have updated our scope and budget to address the County's comments and include/clarify scope items as requested by the County. The updates and clarification in this updated proposal include the following items:

- **Task 1** – Update scope and budget to account for up to 10 routine project meetings, i.e., approximately monthly, as requested by the County;
- **Task 2** – Clarification that Geosyntec's proposed scope and budget includes for performing topographical survey of the existing ground to capture key topographic features and grades (and detailed survey to prepare contour map of the area) within the anticipated alignment for the new pipeline and treatment system equipment, i.e., generally within 20 feet of the existing pipeline and equipment, and clarification that Geosyntec's scope and budget includes for collecting and compiling the Legal Descriptions (e.g., ownership, zoning, boundaries, and coordinates) for four (4) adjacent/conflicting properties for which the County will negotiate permanent easements, assuming the County will provide the Title Report for each of the four properties;
- **Task 3** – No change to original scope;
- **Task 4** – Clarification that the Cultural Resources Assessment and Survey will be performed by County's other consultant and these services are removed from Geosyntec's scope;
- **Task 5** – Update scope and budget to include preparing a draft soil evaluation workplan regarding the excess soils and spoils that may result from removing the existing treatment system equipment;
- **Task 6** – Update scope and budget to include finalizing the soil evaluation workplan based on the County's review feedback on the draft document; and
- **Task 7** – Add scope and budget to provide engineering services for bid support and Engineer of Record (EoR) support during construction.

The updated Statement of Work and Understanding of Project Deliverables is provided in the following sections. The updated cost proposal is provided in Appendix A. Our original proposal, submitted 7 June 2022, is provided in Appendix B.

Geosyntec is committed to continuing our record of value-added consulting the County has come to expect from us over the last 20 plus years. From our local office, we will be responsive to you as well as responsible stewards of your investment in this project.

Sincerely,



Hamid Amini, Ph.D., P.E.
Principal
714-465-1261
hamini@geosyntec.com



Mark Grivetti, P.G., C.HG, C.EG
Senior Principal
805-979-9135
mgrivetti@geosyntec.com

2. STATEMENT OF WORK

2A. Detailed Scope of Work Statement

Geosyntec recognizes the unique and high-profile nature of the challenge the County faces with respect to the persistent discharge of water impacted with crude oil into Toro Canyon as a result of insufficiencies in the current oil water separator (OWS) Facility. The OWS Facility is tasked with capturing the oil within the water that is released into the canyon from a historical horizontal water well. As requested in the RFP, the scope of services to be provided for the Toro Canyon ARPA Project (Project) covers the preliminary design through final design submittals including permitting support to the County. The Consulting and Design Services for the Project include the following primary elements:

- Replacement of the existing OWS with a new OWS for the collection of seeps, separation, and collection of oil;
- Replacement of the existing oil transportation pipeline with new transportation pipeline for transportation of collected oil;
- Replacement of the existing underground storage tank (UST) with a new underground tank for storage of collected oil. The new underground tank is inclusive of appropriate monitoring instrumentation; and
- Associated minor re-grading of the existing agricultural road along which the pipeline is routed, including the installation of additional drainage control measures (culverts).

Based on the requirements outlined in the RFP, the proposed scope of work and estimated costs for the Project have been broken down into the following tasks:

Task 1 – Project Management

Geosyntec will coordinate, manage, and administer the work required to perform the scope of the project within the estimated schedule and proposed budget. This project management includes task analysis, report preparation, quality assurance/quality control (QA/QC), and scheduling for the overall project and deliverables described below for Tasks 2 – 5. Geosyntec will inform the County Project Manager in a timely manner of any potential for exceeding the contract budget or project schedule prior to proceeding with work. Geosyntec will attend routine virtual Project Development Team (PDT) meetings and will prepare and maintain agendas, task lists, and meeting minutes for each of these virtual meetings. Geosyntec will accompany County staff to up to ten (10) required project-related meetings with property owners and County staff. Geosyntec will prepare and maintain a project expenditure performance tracking spreadsheet, for the purpose of tracking the project tasks by percent complete in terms of dollars, manhours, and deliverables. Additionally, as part of the project management scope, Geosyntec will also prepare and maintain a project schedule, based upon the schedule provided within the RFP, broken down by task.

Task 2 – Preliminary Design and Right-of-Way Engineering

Geosyntec will perform the tasks necessary to produce the preliminary (35%) design and right-of-way (ROW) engineering. The initial work performed under this task will include a review of existing reports, data, and information provided to Geosyntec by the County, as well as a field assessment and topographical surveying of the Project site. The topographical survey will consist of up to three days of ground surveying (no fly-over survey) and will generally include the area within 20 feet of the existing

pipeline and equipment in the alignment section of this Project. Geosyntec assumes that any geophysical surveying and/or utility locating services for the design are outside of the scope for this proposal and will be provided by the County, if required.

Upon completion of the field assessment and survey, Geosyntec will prepare a base map CAD file, including survey data for use in the preparation of the design drawings. This base map will be used to develop site plan drawings, pipe routing drawings and quantities, and equipment location drawings. Site plan drawings will include the Project area from the oil water separator and seep interceptor.

Geosyntec assumes that any geophysical surveying and/or utility locating services for the design are outside of the scope for this proposal and will be provided by the County, if required. A 35% design plan set (consisting of up to five sheets), a table of contents of anticipated technical specifications, and an outline of engineer's opinion of estimated costs will be developed for use in preparing the associated permit applications. The 35% design plan set will include site location drawing, a process flow diagram, preliminary pipe route drawings (two sheets), and preliminary equipment location drawing. Survey information provided by the County, along with the generated base map, will be used to develop a right-of-way needs map for the Project. This needs map will include the Legal Descriptions and associated individual property exhibits for the County's use in obtaining up to four (4) permanent easements for the project, including ownership, zoning, boundaries, and coordinates for each of the four properties, assuming the County will provide the Title Report for each of the four properties.

Task 3 – Geotechnical

Geosyntec will provide geotechnical services as part of the Project. Geotechnical site recognisance will be performed to assess the surface and near subsurface (top several feet) conditions along the existing infrastructure. Prior to site recognisance we will review publicly available geologic map of the area and identify likely geologic units to be encountered. Subsurface sampling will be performed using hand-auger, which can typically be advanced about 3 to 5 feet, depending on the subsurface conditions. Use of powered drilling equipment (e.g., drill rigs) is not included in the presented scope of work.

The purpose of the geotechnical site recognisance is two-fold, firstly, to assist in the development of the replacement design including temporary conditions during construction (e.g., excavation stability for buried tank installation), and secondly, to inform the type of construction equipment that may be required to install the proposed design. For instance, during our past site visits as part of work performed for the County around the existing buried tank area, we observed subsurface includes boulders which, where present, may present significant construction challenges. Constructability related to limited access and the ability to bring heavy equipment to the construction area will be a significant part of construction cost estimate, and therefore focus will be given to construction considerations.

Geotechnical memorandum will be prepared to document the results of site recognisance and geotechnical recommendations and considerations. These are expected to include description of subsurface materials, recommendations for excavation and burial of the pipe, recommendations for limited grading and preparation of the area to receive the new OWS, and considerations for placement of the UST. Discussion will be provided on scour considerations, with the development of the scour protection to be coordinated with other disciplines. The memorandum will be provided in a draft format and finalized once County comments are received.

The geotechnical assessment scope was developed on the assumption that the proposed improvements will not include assessment of global stability of the project area, i.e., we will not assess stability of the

slopes in the area where new pipeline will be installed. However, if we observe indications of potential slope instabilities during site reconnaissance, we will notify the County and discuss potential impacts to the project, and if additional scope of work should be developed.

Task 4 – Permitting

Geosyntec will provide permitting services for the Project. It is anticipated that a pre-permit application meeting will be conducted with the USACOE, RWQCB, and CDFW to gain insight into agency concerns. Due to the unpredictable process of securing permits, Geosyntec will prepare the permit applications and will assist the County to secure approval from resource agencies for the following permits:

- County of Santa Barbara Environmental Health Services, Certified Unified Program Agency (CUPA) Storage Tank Permit; Geosyntec will prepare an application to construct an underground storage tank system for submission to the County CUPA. The submittal package will include general project information, detailed site construction drawings, a description of the leak detection equipment, and a site safety plan. Geosyntec will submit the permit application on the California Environmental Reporting System (CERS). Geosyntec will work with County staff to obtain conditional approval to construct the underground storage tank system. Upon receiving approval to construct, Geosyntec will coordinate with County staff to conduct up to five field inspections necessary to obtain a Permit to Operate. For cost estimating purposes, it is assumed that the County will be responsible for permitting fees.
- Santa Barbara County Air Pollution Control District (APCD) – Authority to Construct / Permit to Operate.
- Central Coast Regional Water Quality Control Board (RWQCB) National Pollution Discharge Elimination System (NPDES) Permit and Water Quality Certification; Geosyntec will prepare the Section 401 Water Quality Certification application for submittal to the RWQCB to address potential discharges of fill or dredged material into jurisdictional waters associated with replacement of the existing UST or construction of a new aboveground storage tank (AST). The Water Quality Certification will include but not be limited to the project purpose and description, construction elements and the associated temporary and permanent impacts to jurisdictional waters, proposed compensatory mitigation, and figure(s) illustrating the project construction elements. It is assumed that the proposed project will be exempt from CEQA. It is assumed that permit fees will be determined with the dredge and fee calculator and will be paid by the County. The cost estimate includes preparation of a draft application, and one round of comments from the County, submittal of the application to the RWQCB, and up to eight (8) hours to respond to comments. Geosyntec's subconsultant Dudek will perform a jurisdictional and wetlands delineation of the project area and prepare a jurisdictional report that will be used to calculate the area of direct and indirect impacts.
- Per the RFP, the RWQCB has not identified that discharges from the OWS require a Waste Discharge Permit; however, the replacement of the OWS may trigger an updated permit review by the RWQCB. Geosyntec will support the County with meetings and communications related to updated WDR permit requirements. Our estimate includes up to four (4) hours for meetings/communications related to WDR requirements. If the discharges are subject to WDR, Geosyntec will prepare an updated cost estimate to prepare a Notice of Intent to discharge. It is anticipated that dewatering may be required during construction activities, and it is assumed that

these discharges will comply with the WDR for discharges with Low Threat to Water Quality. Geosyntec will prepare a Notice of Intent to comply with the NPDES General Permit for Discharges with Low Threat to Water Quality for discharges associated with construction activities. The cost estimate includes preparation of a draft and final application for submittal to the RWQCB, and up to 8 hours of response to comments.

- California Department of Fish & Wildlife Streambed Alteration Section 1602 Permit; Geosyntec will prepare the Section 1602 Permit application for submittal to the California Department of Fish and Game (CDFG). The Section 1602 Permit application will include, but not limited to the agreement term and type, project purpose, description, and location, project category work type, project impacts and mitigation measures to protect vegetation, habitat, and wildlife resources, and CDFW streambed, list of other required permits, and figure(s) illustrating the project construction elements. It is assumed that the proposed project will be exempt from CEQA and NEPA. It is assumed that a hydraulic report will not be required, and permit fees will be paid by the County of Santa Barbara. The cost estimate includes preparation of a draft and final application for submittal to the CDFW, and up to two (2) hours of response to comments. The jurisdictional delineation prepared by Dudek will be used to determine the area of temporary and permanent impacts.
- U.S. Army Corps of Engineers Nationwide or Individual Permit under Section 404 of the Clean Water Act; Geosyntec will prepare the Section 404 Permit for submittal to the U.S. Army Corps of Engineers (USOCOE). It is assumed that a Nationwide Permit will be prepared, and an individual permit will not be required, and this will be clarified during the pre-permit application agency meeting. The Section 404 NWP application will include, but not limited to the project purpose and description, receiving water information, directions to project location, nature of activity, project purpose, reason, type, and quantity of dredged and/or fill to be discharged, description of avoidance, minimization, and compensation, list of other required permits, and figure(s) illustrating the project construction elements. It is assumed that the proposed project will be exempt from CEQA and NEPA. It is assumed that permit fees will be paid by the County. The cost estimate includes preparation of a draft and final application for submittal to the RWQCB, and up to two (2) hours of response to comments. The jurisdictional delineation prepared by Dudek will be used to determine the area of temporary and permanent impacts.
- Biological Resource Assessment and Restoration Plan - Geosyntec's subconsultant Dudek will conduct a Biological Resource Assessment of the proposed project. A literature review will be conducted including a query of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB); the California Native Plant Society (CNPS) On-Line inventory of Rare and Endangered Plants of California database; and the USFWS's Information for Planning and Conservation (IPac). The field survey will be conducted of the project site and surrounding area to determine existing conditions, identify habitats, including environmentally sensitive habitats, the potential presence of special-status species and sensitive vegetation communities, and consider potential biological impacts (direct and indirect) that may occur from the proposed project. Dudek personnel will provide up to 8 hours of consultation with the U.S. Fish and Wildlife Services and the National Marine Fisheries Service, if required. A Habitat Mitigation and Monitoring Plan (Restoration Plan) will be prepared with prescribed actions and measures to compensate for identified project impacts.

- U.S. Fish & Wildlife Service (USFWS) Endangered Species Act Consultation (if needed); Dudek personnel will provide up to 8 hours total of consultation with the U.S. Fish and Wildlife Services and the National Marine Fisheries Service, if required.
- National Oceanic Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS) Endangered Species Act Consultation (if needed). Dudek personnel will provide up to 8 hours total of consultation with the U.S. Fish and Wildlife Services and the National Marine Fisheries Service, if required.
- Cultural Resources Assessment and Survey - The Cultural Resources Assessment and Survey will be performed the County's other consultant.

Task 5 – 65% Plans, Specifications, and Estimate

Geosyntec will perform the tasks necessary to produce the pre-final (65%) design plans (up to twelve sheets), draft technical specifications (up to five Divisions), and draft engineer's opinion of estimated construction costs, to be provided to the County for their review and comment. The 65% design plan set will include the updated drawings from the preliminary (35%) design plan set, as well as the grading plan, pipe route plan and profile drawings, Piping & Instrumentation Diagrams (P&IDs), and mechanical plan and elevation drawings for the OWS and UST locations. The draft set of technical specifications will consist of up to five Divisions and will include standard and detail specifications for the OWS and UST equipment, piping supply and installation, and general civil and environmental components. Under Task 5 Geosyntec will also prepare a draft soil evaluation workplan, which will provide a workplan (up to 10 pages) for the contractor to implement for evaluation of the quality of the excavation area and excess soils/spoils that may result from removing the existing treatment system equipment.

After receipt of comment from the County, and to streamline the project schedule and optimize budget utilization, Geosyntec will conduct a design review workshop with the County to discuss and review County's comments, provide feedback, and incorporate in the 100% deliverable as applicable.

This deliverable for this Task 5 will include the following items:

- Draft engineer's opinion of estimated construction cost;
- Draft technical specifications;
- Draft design calculation package;
- Draft soil evaluation workplan;
- Bound independent quantity calculations, which will include any special notes or assumptions; and
- Signed statement from Geosyntec that indicates the 65% plans have been reviewed internally by Geosyntec engineer of record or his/her designated senior staff.

Task 6 – 100% Plans, Specifications, and Estimate

Geosyntec will perform the tasks necessary to produce the final (100%) design plans, specifications, and engineers estimate, to be provided to the County for their review and comment. The 100% design plans are anticipated to have the same number of sheets as the pre-final (65%) design plan set (up to twelve sheets), to have been updated per the County's comments on the 65% design plan set, and to be signed final plans. The engineer's opinion of estimated construction costs will be updated to include pricing quotes from reputable vendors for the OWS and/or UST, as available, and the technical specifications (up to five Divisions), and the soil evaluation workplan will be updated and finalized to incorporate

County's review comments. The 100% design documents will be submitted to the County for one round of review and upon receipt of the County's review feedback, Geosyntec will prepare and submit the Final Design Plans, Specifications, and Cost Estimate. This response will include the following items:

- Final design plans (up to twelve sheets), signed and stamped by California-registered professional engineer;
- Design calculation package;
- Final technical specifications package (up to five Divisions);
- Final soil evaluation workplan; and
- Engineer's opinion of estimated construction costs.

At the conclusion of the Project, Geosyntec will provide a transmittal to the County of the latest version of all CAD design files for all plan sheets.

Task 7 – Bid Support and EoR Support During Construction

Geosyntec will provide engineering assistance during the bidding process, including preparing pre-bid site walk agenda and meeting minutes, attending the pre-bid site walk, and reviewing and responding to up to five requests for information (RFIs) during the bid process.

It is assumed that the County will manage and conduct the bidding and contractor selection process. Once the successful contractor is selected, Geosyntec will provide Engineer of Record (EoR) support services including attending a construction kick-off site walk, reviewing and responding to up to ten design-related RFIs, and reviewing and responding to up to five Material Submittals. Geosyntec's scope and budget for EoR support during construction includes for up to two site visits during construction by the EoR or his/her designated representative. Geosyntec's scope and budget does not include attending routine construction meetings; however, Geosyntec will be available to support the County and participate in construction meetings upon County's request and separate scope and budget authorization.

2B. Project Deliverables Understanding

As outlined in the requirements of the RFP, the anticipated design deliverables for the Project, separated by projected task, are as follows:

Task 1 – Project Management

- Project Development Team (PDT) meeting agendas, minutes, and action log;
- Project expenditure performance spreadsheet; and
- Project schedule.

Task 2 – Preliminary Design and Right of Way Engineering

- Topographical survey;
- Base mapping;
- 35% Plans, table of content of technical specifications, and outline of engineer's opinion of estimated construction costs;
- Right of Way Map; and
- Legal descriptions and exhibits for obtaining four (4) permanent easements.

Task 3 – Geotechnical

- Geotechnical sampling and analysis;
- Draft geotechnical memorandum; and
- Final geotechnical memorandum.

Task 4 – Permitting

- County CUPA Storage Tank Permit;
- Santa Barbara Air Pollution Control District Permit;
- RWQCB NPDES Discharge Permit;
- RWQCB Section 401 Water Quality Certification;
- CDFW Streambed Alteration Section 1602 Permit;
- USACOE Nationwide or Individual Permit under Section 404; and
- Biological Assessment and Habitat Mitigation and Monitoring Plan (Restoration Plan).

Task 5 – Pre-Final (65%) Design

- 65% Plans, specifications, and preliminary engineer's opinion of estimated construction costs estimate;
- Draft soil evaluation workplan;
- Draft design calculation package;
- Draft independent quantity calculation package; and
- Signed statement of acknowledgement of internal review of task deliverables.

Task 6 – Final (100%) Design

- 100% Plans, specifications, and engineer's opinion of estimated construction costs;
- Soil evaluation workplan;
- Design calculation package;
- Final independent quantity calculation package; and
- Signed statement of acknowledgement of internal review of task deliverables.

Task 7 – Bid Support and EoR Support During Construction

- Attend pre-bid site walk, including prepare agenda and meeting minutes;
- Review and respond to up to five (RFIs) during the bid process;
- Attend construction kick-off site walk;
- Attend up to two site walks during construction;
- Review and respond to up to ten design-related RFIs during construction; and
- Review and respond to up to five Material Submittals.

2C. Cost Control and Budgeting Methodology

Geosyntec understands budget control to be a critical measure of project success for our clients and our CM and PMs. During each phase of a project, we will identify potential budget controls to minimize overall project expenditures without sacrificing value. Geosyntec uses the accounting system BST™ as a project budget tracking and control tool. The CM and PMs have continual online access to project tracking reports with near real-time data. The reports allow CM/PMs to review actual versus budgeted professional time, expenses, and subconsultant fees to identify variances quickly. When a budget variance occurs, the PM will inform, through the CM, the County staff immediately and describe the nature of the variance and proposed corrective actions, which may include one or more of the following: (i) reevaluating the scope of remaining work and attempt to consolidate tasks; (ii) reducing remaining scope requirements; and/or (iii) increasing the scope and budget after consulting with County staff.



Our CM and/or PMs will immediately notify the County of potential current or forecasted budget variances. The project budget will be reviewed during our weekly project management meetings. After the project budget is established, it will be distributed to support staff and subconsultants so that all parties understand how their budgets and task schedules may impact the overall project budget.

3. COST PROPOSAL

Geosyntec proposes to perform the above outlined scope of work on a time and materials basis with a not to exceed value of \$393,000. The proposed cost will not be exceeded without consent of the County. In the event of a change of scope, we have included a rate sheet with breakdown of labor fee rates. Appendix A provides a by-task break down of the estimated costs, which is valid for 90 calendar days following 7 June 2022, the submittal date for the original proposal.

4. AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Geosyntec affirms that the proposal terms will remain in effect for 90 calendar days following 7 June 2022, the submittal date for the original proposal. Geosyntec has reviewed the sample agreement and acknowledge their acceptance of the terms of that agreement in the space provided on the Attachment A coversheet. Please see below.

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Attachment A contains the Standard Agreement used by the County for technical services and added clauses by the State Auditors; no changes will be made to the Standard Agreement language. Contractors are required to review the Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement language in the space provided below. Failure to acknowledgement acceptance of the Standard agreement language will cause the rejection of the proposal without further consideration.

Geosyntec Consultants, Inc. acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

Signature:  _____

5. SCHEDULING

TORO CANYON ARPA PROJECT
Preliminary Project Schedule

TASK	Aug. 2022	Sep. 2022	Oct. 2022	Nov. 2022	Dec. 2022	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	Jun. 2023	Jul. 2023
Notice to Proceed												
Task 1 - Project Management												
Task 2 - Preliminary Design and Right-of-Way Eng.												
Renew Existing Reports and Data												
Develop Base Mapping, Topo. Survey												
Draft 35% Design Drawings												
Draft 35% Cost Estimate												
Prepare Right of Way Needs Map												
Client Review												
Task 3 - Geotechnical												
Perform field review												
Geotech Sampling and Testing												
Prepare Draft Geotechnical Memo												
Client Review												
Prepare Final Geotechnical Memo												
Task 4 - Prepare Permit Applications												
CUPA Task Permit App.												
Santa Barbara APCD Permit App.												
RWQCE NPDES Permit App.												
CDFW Streambed Alteration Permit App.												
USACOE Permit App												
Biological Assess and Restoration Plan												
Design Field - Agency Communications and Permit App. Review by Agencies												
Task 5 - 65% Plans, Specifications, and Cost Estimate												
Develop Preliminary Engineer's Cost Estimate												
Prepare 65% Design Drawings												
Prepare Technical Specifications												
Client Review & Watchdog												
Task 6 - 100% Plans, Specifications, and Cost Estimate												
Finalize Engineer's Cost Estimate												
Prepare 100% Design Drawings												
Finalize Technical Specifications												
Bidding and Procurement - By Others												
Start Construction - By Others												

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 393,000.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or \$39,300.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the County of Santa Barbara, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet website at <https://www.dir.ca.gov/?dslr/pwd/index.htm>

ATTACHMENT B1

Prepared Cost Estimate - 22 June 2022 Update
 Toro Canyon ARPA Project
 County of Santa Barbara Public Works Dept. - Transportation
 Reviewed by Harriet Amin, Ph.D., P. E. 6/22/2022

Appendix A

Labor Hours	Table 1		Table 2		Table 3		Table 4		Table 5		Table 6		Table 7		TOTAL		
	Tasks #	Project Management	Primary Design + Engineering	Geotechnical	Permitting	95% Plans, Specifications, and Estimate	100% Plans, Specifications, and Estimate	Big Support and ER Support During Construction	LABOR COST	AMT	HRS	COST	AMT	HRS	COST	AMT	COST
PERSONNEL SERVICES																	
Senior Principal	275	6	1,550	4	1,100	10,200	20	5,100	12	3,060	50	1,375	15	42,000	4	42,000	
Senior Professional	255	31	8,160	14	3,570	24,440	40	8,320	20	4,160	56	10,360	116	28,000	100	21,000	
Project Professional	208	12	2,496	12	2,880	19,240	40	7,400	24	2,960	18	2,952	224	42,000	100	21,000	
Senior Engineer	185	20	3,080	8	1,280	13,240	40	8,320	20	4,160	56	10,360	116	28,000	100	21,000	
Senior Staff	184	64	10,656	64	10,656	13,240	40	8,320	20	4,160	56	10,360	116	28,000	100	21,000	
Designer	142	8	5,302	8	1,184	13,240	40	8,320	20	4,160	56	10,360	116	28,000	100	21,000	
Senior Construction Manager	60	8	2,272	8	1,184	13,240	40	8,320	20	4,160	56	10,360	116	28,000	100	21,000	
Chief Admin	60	8	2,272	8	1,184	13,240	40	8,320	20	4,160	56	10,360	116	28,000	100	21,000	
TOTAL DIRECT LABOR	142	8	26,892	132	26,892	50,280	404	68,478	164	28,724	258	47,845	1342	8	255,000	4	255,000
TRAVEL																	
Per diem	150	10	1,500	2	300												
Travel	80	10	800														
TOTAL TRAVEL			2,300		300												
OTHER DIRECT COSTS																	
25% Contingency	19		64		960												
Test Pits	5,600																
Dues - EA and Restoration Plan	24,200																
Dues - Jurisdictional Determination	10,380																
Permitting Fees	5,000																
Carriage, Stipends and Legal Descriptors	42,000																
TOTAL DIRECT COSTS																	
12% (COGS) Only																	
TOTAL COGS																	
3% Communications Fee																	
3%																	
3%																	
TOTAL COST																	

CONFIDENTIAL

**GEOSYNTEC CONSULTANTS
2022 RATE SCHEDULE**

Staff Professional	\$140
Senior Staff Professional	\$164
Professional	\$185
Project Professional	\$208
Senior Professional	\$235
Principal	\$255
Senior Principal	\$275
Technician I	\$ 77
Technician II	\$ 82
Senior Technician I	\$ 92
Senior Technician II	\$ 98
Site Manager I	\$108
Site Manager II	\$118
Construction Manager I	\$130
Construction Manager II	\$142
Senior Designer	\$178
Designer	\$148
Senior Drafter/Senior CADD Operator	\$ 136
Drafter/CADD Operator/Artist	\$ 122
Project Administrator	\$ 78
Clerical	\$ 60
Vehicle	\$150/day
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index
for Engineering Services.
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts that also Include Non-Design Services)

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

B. Indemnification pertaining to other than Design Professional Services:

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR'S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if CONTRACTOR provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage for and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured – COUNTY,** its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions used).
2. **Primary Coverage –** For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation –** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights –** CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention –** Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

Indemnification and Insurance Requirements (Design Professional Contracts that also Include Non-Design Services) 2022 03 02